



REPUBLIC OF KENYA

EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI

CAUSE NO. 14 OF 2007

(Before Hon. Justice Hellen S. Wasilwa on 17th December, 2015)

**KENYA UNION OF EMPLOYEES OF VOLUNTARY AND CHARITABLE ORGANIZATIONS
(KUEVACO)..CLAIMANT**

VERSUS

**KENYA UNION OF COMMERCIAL FOOD AND ALLIED WORKERS
(KUCFAW).....RESPONDENT**

RULING

(Addendum to Judgment delivered on 22.6.2015)

On the 22nd day of June 2015, I ordered that the parties make submissions on quantum in this matter. From the submissions, I find as follows:

From the Claimants Memorandum only 4 employees retired and these are the Benjamin Onyango, Phanice Okalo, John O. Owuor and Mary Indimuli. The rest were declared redundant. For those who retired, they were entitled to the following:- gratuity of 30 days for each year work and this is as provided for under Clause 25 of the Collective Bargaining Agreement. Under Clause 26, such retirees were also entitled to payment of all their terminal benefits. Under Clause 15(c) they were entitled to a service benefit of 30 days per year served. A retiring employee is not entitled to a notice or pay in lieu of notice.

For the 4 retirees therefore their entitlement is as follows:

1. Benjamin Onyango

- i. Gratuity 32 years of service x 11,857/=
- ii. Service benefit of 32 years x 11,857/=

TOTAL = 758,848/=

Less what was paid of Kshs.480,062/=

Balance = 278,786/=

2. **Phanice Okalo**

- i. Gratuity 38 years of service x 12,662/= 481,156/=
- ii. Service benefit of 38 years x 12,662/= 481,156/=

TOTAL = 962,312/=

Less what was paid of Kshs.448,851/=

Balance due = 513,461/=

3. **John Owuor**

- i. Gratuity 20 years of service x 13,081/= 261,620/=
- ii. Service benefit of 20 years x 13,081/= 261,620/=

TOTAL = 523,240/=

Less what was paid of Kshs.224,532/=

Balance = 298,708/=

4. **Mary Indimuli**

- i. Gratuity 32 years of service x 9,706/= 310,592/=
- ii. Service benefit of 32 years x 9,706/= 310,592/=

TOTAL = 621,184/=

Less what was paid of Kshs.374,615/=

Balance due = 246,569/=

For employees declared redundant, they were entitled to severance pay of 30 days for each year worked and notice pay as per years worked according to Article 23 of the Collective Bargaining Agreement. Those of below 5 years - 1 month notice. 5 years and above - 3 months notice.

Following this provision in the Collective Bargaining Agreement therefore, the rest of the employees declared redundant were entitled to redundancy pay plus the notice pay.

From the list submitted, by the Claimant those declared redundant were all to be paid as per the said list less the gratuity pay and amounts already paid. They are therefore entitled each to payment of severance pay for each year worked; leave earned, and pay in lieu of notice. The Claimants should therefore each be paid accordingly any balances due after removal of gratuity pay and what they have each been paid. This ruling will therefore be an addendum of the Judgment already delivered by Court.

Read in open Court this 16th day of December, 2015.

HON. LADY JUSTICE HELLEN WASILWA

JUDGE

In the presence of:

No appearance for Claimant

No appearance for Respondent